

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan and LC Trademark Security Agreement Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as the prior administrative agent under the TSA		09/04/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as the successor administrative agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4293076	P PICKETT SYSTEMS	
Registration Number:	4195914	STRIKE	
Registration Number:	4195915	STRIKE	
Registration Number:	3434733	STRIKE CONSTRUCTION	
Registration Number:	4135488	STRIKE CONSTRUCTION, LLC	
Registration Number:	3949500	FIELD TICKET MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-836-7319		
Email:	paul.somelofske@arnoldporter.com		
Correspondent Name:	Paul J. Somelofske		
Address Line 1:	c/o Arnold & Porter Kaye Scholer LLP		
Address Line 2:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019-9710		
NAME OF SUBMITTER:	Paul J. Somelofske		

OP \$165.00 4293076

SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	09/04/2020
Total Attachments: 6 source=Strike - Assignment of Trademark Security Agreement dated November 30, 2016#page1.tif source=Strike - Assignment of Trademark Security Agreement dated November 30, 2016#page2.tif source=Strike - Assignment of Trademark Security Agreement dated November 30, 2016#page3.tif source=Strike - Assignment of Trademark Security Agreement dated November 30, 2016#page4.tif source=Strike - Assignment of Trademark Security Agreement dated November 30, 2016#page5.tif source=Strike - Assignment of Trademark Security Agreement dated November 30, 2016#page6.tif	

**TERM LOAN AND LC TRADEMARK SECURITY AGREEMENT
ASSIGNMENT AGREEMENT**

THIS TERM LOAN AND LC TRADEMARK SECURITY AGREEMENT ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 4th day of September, 2020, by BANK OF AMERICA, N.A. ("BANA"), as the prior administrative agent under the TSA (as defined below) and the Loan and Security Agreement (as defined below) (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington Trust"), as the successor administrative agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, reference is made to the Term Loan and LC Loan and Security Agreement, dated as of November 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), made by Strike Capital, LLC, a Texas limited liability company ("Holdings"), Strike, LLC, a Texas limited liability company (the "Borrower"), BANA, the Issuing Banks, the other agents party thereto, the other Obligors party thereto and each Lender from time to time party thereto;

WHEREAS, pursuant to (i) the Loan and Security Agreement and (ii) the Term Loan and LC Trademark Security Agreement, dated as of November 30, 2016 (the "TSA"), made by the Borrower, as Grantor (as defined in the TSA), in favor of the Assignor, which was recorded with the United States Patent and Trademark Office on December 1, 2016 on Reel 5931 / Frame 0722, the Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the IP Collateral (as defined in the TSA) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof;

WHEREAS, effective as of September 4, 2020, Assignor resigned as administrative agent under the Loan and Security Agreement and the other Loan Documents (as defined in the Loan and Security Agreement);

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of September 4, 2020, among Assignor, Assignee, the Borrower, and the other Obligors (as defined in the Loan and Security Agreement) party thereto, Wilmington Trust has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of the Assignor as administrative agent under the Loan and Security Agreement and the other Loan Documents (including, without limitation, under the TSA);

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Loan and Security Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Loan and Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Loan and Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the IP Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of the Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the IP Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the IP Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

BANK OF AMERICA, N.A., as the prior
administrative agent

By: 
Name: Priscilla Ruffin
Title: AVP

ASSIGNEE:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as the successor administrative
agent

By: JB Feil
Name: Joseph B. Feil
Title: Vice President

ACKNOWLEDGED AND AGREED:

STRIKE, LLC, as Grantor



By: 

Name: Stephen V. Pate

Title: Chief Executive Officer

SCHEDULE I
TO
TERM LOAN AND LC TRADEMARK SECURITY
AGREEMENT ASSIGNMENT AGREEMENT

U.S. Trademarks and Trademark Applications

Owner	Trademark	Status/ Status Date	File Date & Number	Registration Date & Number
Strike, LLC	P PICKETT SYSTEMS and Design 	Registered February 19, 2013	September 20, 2011 SN: 85-427162	February 19, 2013 RN: 4,293,076
Strike, LLC	STRIKE 	Registered August 21, 2012	September 20, 2011 SN: 85-427037	August 21, 2012 RN: 4,195,914
Strike, LLC	STRIKE and Design 	Registered August 21, 2012	September 20, 2011 SN: 85-427071	August 21, 2012 RN: 4,195,915
Strike, LLC	STRIKE CONSTRUCTION and Design 	Registered May 27, 2008	August 23, 2007 SN: 77-263058	May 27, 2008 RN: 3,434,733
Strike, LLC	STRIKE CONSTRUCTION, LLC STRIKE CONSTRUCTION, LLC	Registered May 1, 2012	September 12, 2011 SN: 85-420489	May 1, 2012 RN: 4,135,488
Strike, LLC	FIELD TICKET MANAGEMENT SYSTEM FIELD TICKET MANAGEMENT SYSTEM	Registered Supplemental Register April 19, 2011	April 29, 2010 SN: 85-026758	April 19, 2011 RN: 3,949,500